



राजपत्र, हिमाचल प्रदेश (प्रसाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, सोमवार, 8 अगस्त, 2005/17 भाद्रप, 1927

हिमाचल प्रदेश सरकार

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this 6th day of August, Two Thousand Five between the Gujarat Ambuja Cements Limited, A Company registered under the Company's Act, 1956 and having its registered office at P.O. Ambuja Nagar, Taluka Kodinar, District Junagadh, Gujarat State through Shri J. C. Toshniwal, Joint President, appointed by the Company as its attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Government of Himachal Pradesh through the Deputy Secretary (Industries) to the Government of Himachal Pradesh (hereinafter called the "Government", which expression shall include his successors in office and assigns) of the other part.

Whereas, upon the application of the Company for acquisition of land for the purpose of construction of Over Land Belt Conveyor, the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under provisions of the Land Acquisition Act, 1894 (1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in village Gyana, Tehsil Arki, District Solan, Himachal Pradesh,

measuring 35.4 Bighas, having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of construction of Over Land Belt Conveyor.

And whereas the said Government have called upon the Company under the provisions of section 41 of the said Act to enter into the agreement with the "Government" hereafter contained.

Now, these presents witness and it is hereby agreed and declared as follows:—

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act *ibid*.
2. On demand, made by the said Collector the obligation of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the Land Acquisition Act, 1894 the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loans from Financial Institutions/ Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. Should the said land held by the Company is not used for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the land at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.
7. The approval is subject to the condition that R & R Plan and other environmental issues be implemented in letter and spirit by the company.

IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day, month and year hereinabove mentioned.

WITNESSES :

For and on behalf of
Gujarat Ambuja Cements Limited.

Sd/-
(J. C. TOSHNIWAL),
Joint President.

For and on behalf of the
Government of Himachal Pradesh.

Sd/-
Through: the Deputy Secretary (Industries)
to the Government of Himachal Pradesh.

SCHEDULE

District : SOLAN

Tehsil : ARKI

		1		2	3	4
Village	Khasra No.	Area				
		Bigha	Biswa			
1	2	3	4			
Gyana	64	00	02	46/1	02	03
	65/1	00	07	120/1	00	04
	59	00	06	121/1	00	08
	60	00	06	45/1	00	07
	58	00	05	122/1	04	18
	56	00	07	129/1	01	00
	55/1	00	19	44/1	00	18
	57/1	00	18	40/1	00	01
	117/1	00	10	132/1	01	04
	52/1	00	02	39/1	02	05
	118/1	00	16	37	00	03
	47/1	02	01	38	00	03
	119/1	00	05	28/1	01	10
				35	00	17
				33	00	07
				34	00	04
				134	00	03
				31/1	00	12
				12/1	00	07
				32	02	03

1	2	3	4	1	2	3	4
	141/1	02	12		43/1	00	02
	158/1	02	03		118/2	00	01
	987/962/157/1	02	05				
	964/161/1	00	08				
	159/1	00	12				
				Kita .. (40)	Total	35	04

WITNESSES :

Sd/-

1. (DINESH SHARMA),
Sr. Manager, G. A. C. L.,
Keonthal Commr. Complex,
Khalini Shimla-2.

For and on behalf of
Gujarat Ambuja Cements Limited.

Sd/-

2. (KUNDAN SINGH BISHT),
Astr. Officer,
Gujarat Ambuja Cements Limited
Keonthal Commr. Complex,
Khalini, Shimla-2.

Sd/-

(J. C. TOSHNIWAL),
Joint President.

For and on behalf of the
Government of Himachal Pradesh.

Sd/-

1. (LAYAK RAM NEGI),
S. O. Industries-A.

Sd/-

Through : the Deputy Secretary (Industries)
to the Government of Himachal Pradesh.

Sd/-

2. KANTI PRASHAD SHARMA,
Supdt. Industries-A.